to be strongly in favor of constitutionality. *Gundling* v. *Chicago*, 177 U. S. 183; *County of Mobile* v. *Kimball*, 102 U. S. 691. The New York court seems, on the contrary, to have thrown the burden of proof upon the state. It is difficult to believe that reasonable men could see no relation between the size of average annual deposits and the likelihood that the banker in question is dealing principally with persons of small means, unskilled in financial matters, who need the very protection this statute is designed to furnish. Nor does the requirement of a bond seem an unfair discrimination on a basis of wealth rather than integrity and discretion. Bonds are required in other occupations, as those of auctioneers, itinerant vendors, oleomargarine manufacturers, and liquor sellers. *Wiggins* v. *Chicago*, 68 Ill. 372; *State* v. *Harrington*, 68 Vt. 622; *Hawthorn* v. *People*, 109 Ill. 302. Nor does it seem unreasonable on principle to consider the ability to furnish security an index of that stability and trustworthiness which ought to be possessed by those who as bankers occupy a fiduciary relation to the public.

COVENANTS RUNNING WITH THE LAND — COVENANT TO ISSUE PASS. — A and B granted a right of way to the C railroad on condition that the company should issue annual passes to A and B during their several lives. There was a covenant by the grantee, for itself and assigns, to perform the condition. The D company bought the road at a foreclosure sale, and refused to issue a pass to the successors of A and B. They sought to compel specific performance of the covenant. *Held*, that the decree will be granted. *Munro* v. *Syracuse, Lake Shore, & Northern R. Co.*, 200 N. Y. 224.

Covenants to issue passes have usually been held to be purely personal, and not binding on the assigns of the covenantor. *Helton* v. *St. Louis, Keokuk, & Northwestern R. Co.*, 25 Mo. App. 322; *Eddy and Cross, Receivers*, v. *Hinnant*, 82 Tex. 354. A covenant to pay rent, however, will run with the land, even though the grant be in fee. *Van Rensselaer* v. *Hays*, 19 N. Y. 68. The court in the principal case decides that the covenant to issue a pass is in the nature of a covenant for perpetual rent. Rent may be paid in service, and free passage over a trolley road might be considered a service paid as compensation for the use of the land. *Cf. Dunbar* v. *Jumper*, 2 Yeates (Pa.) 74. But rent is a charge payable periodically throughout the duration of the estate. See 2 MINOR, INSTITUTES OF COMMON AND STATUTE LAW, 4 ed., 40. *Cf. Nehls* v. *Sauer*, 93 N. W. 346 (Ia.). In the principal case, the covenant is to issue passes during the several lives of the grantors, while the grant is in fee. If the covenant is not to pay rent, it does not run with the land, and the plaintiff is not entitled to this remedy. His proper course is to exercise his right of reentry for condition broken.

ELECTIONS — PLURALITY OF VOTES CAST FOR A DISQUALIFIED PERSON. — At a direct primary election a plurality of the votes was cast for a man who had died after his name had been placed upon the ballot, but ten days before the election. The fact of his death was widely published together with a statement urging votes for him, as it was believed that, by statute, if a plurality of votes was cast for him, a vacancy would be created which could be filled with another man of his political beliefs. The relator obtained the next highest number of votes and sought to compel the defendant to certify his name as nominee. *Held*, that the statute does not apply and that the relator is entitled to be so certified. *State ex rel. Bancroft* v. *Frear*, 128 N. W. 1068 (Wis.). See NOTES, p. 393.

EXTRADITION — INTERNATIONAL EXTRADITION — OFFENSES OF A POLITICAL CHARACTER. — The prisoner, a member of a revolutionary party in Russia, which had perpetrated many acts of violence, killed a constable. The constable

had requested the prisoner to accompany him to the police station for investigation but had accused him of no crime and had not threatened to arrest him. The killing of a constable is called a political crime in Russia and may be tried by a special tribunal. The extradition treaty between the British Empire and Russia excludes extradition for offenses of a political character. *Held*, that Manitoba should surrender the prisoner to Russia. *Re Federenko*, 15 West. L. R. 369 (Manitoba, K. B., Oct. 18, 1910). See NOTES, p. 386.

FALSE PRETENSES — DEFENSES — COLLECTING HONEST DEBT BY FALSE PRETENSES. — The defendant falsely represented to the prosecutor that he was sent to buy a cow for a butcher, whose agent he claimed to be. They agreed on a price of twenty-eight dollars, and the defendant led the prosecutor's cow away. Later, instead of paying the money, the defendant presented to the prosecutor a judgment against him for fifty dollars which had been assigned to the defendant. *Held*, that the defendant cannot be convicted of obtaining property by false pretenses. *State* v. *Williams*, 69 S. E. 474 (W. Va.).

To convict for obtaining money or goods by false pretenses, a specific intent to defraud must be proved. *People* v. *Baker*, 96 N. Y. 340. So if the defendant *bonâ fide* believed that he had a right to obtain the money or goods from the prosecutor, the intent to defraud was absent. *Rex* v. *Williams*, 7 C. & P. 354. See *The Queen* v. *Hamilton*, 1 Cox C. C. 244, 247. A misunderstanding of the Williams case has led to the frequent statement of a broad rule that one who by a false pretense procures another to pay a debt already due does not commit this statutory crime because no injury is done. See 2 BISHOP, CRIMINAL LAW, 8 ed., § 466; 2 WHARTON, CRIMINAL LAW, 8 ed., § 1197. This may be true where the debtor intends to pay the debt and knows that he is doing so. *People* v. *Thomas*, 3 Hill (N. Y.) 169; *Commonwealth* v. *Thompson*, 3 Pa. L. J. 250. See *Commonwealth* v. *Leisy*, 1 Pa. Co. Ct. Rep. 50. *Contra*, *Regina* v. *Parkinson*, 41 U. C. Q. B. 545. Certainly in all other cases, of which the principal case is an example, the debtor has been defrauded. *People* v. *Smith*, 5 Parker Cr. Rep. (N. Y.) 490. *Contra*, *State* v. *Hurst*, 11 W. Va. 54. The existence of a debt due the prisoner, however, may be evidence, coupled with other circumstances, from which the jury may find that there was no specific intent to defraud. *People* v. *Getchell*, 6 Mich. 496; *Commonwealth* v. *McDuffy*, 126 Mass. 467. *Contra*, *People* v. *Smith*, *supra*. But *cf.* *People* v. *Griffin*, 2 Barb. (N. Y.) 427.

HUSBAND AND WIFE — PRIVILEGES AND DISABILITIES OF COVERTURE — STRICT CONSTRUCTION OF STATUTE GIVING SEPARATE RIGHTS. — The plaintiff sued her husband for assault and battery, under a statute declaring that married women may sue for the recovery, security, or protection of their property, and for torts committed against them, as fully and freely as if they were unmarried. *Held*, (three judges dissenting) that the plaintiff cannot recover. *Thompson* v. *Thompson*, 218 U. S. 611.

Several courts have reached a like result under similar statutes. *Freethy* v. *Freethy*, 42 Barb. (N. Y.) 641; *Peters* v. *Peters*, 42 Ia. 182. Under the same type of acts, however, a wife may successfully sue her husband for the recovery of property. *Wood* v. *Wood*, 83 N. Y. 575. See *Carney* v. *Gleissner*, 62 Wis. 493. Other courts allow her to acquire title against him by adverse possession. *Union Oil Co.* v. *Stewart*, 110 Pac. 313 (Cal.); *McPherson* v. *McPherson*, 75 Neb. 830. The difficulty is often stated to be more than procedural, and to involve the unity of person resulting from marriage. *Phillips* v. *Barnet*, 1 Q. B. D. 436. But this objection has been largely abrogated by statute. *Southwick* v. *Southwick*, 49 N. Y. 510; *Burkett* v. *Burkett*, 78 Cal. 310. Another frequent ground of the decisions is public policy: that the sanctity of the home would be undermined and the breach kept open by allowing an action.